

Maine Island Trail Association

Participant Agreement

The Participant Agreement has three parts.

PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING.

1. Acknowledgment of Responsibility, Express Assumption of Risk, and Release of Liability

In consideration of the services of the Maine Island Trail Association, a charitable, not-for-profit corporation, organized and existing under the laws of Maine, including all officers, employees, representatives, volunteers (including organizers, leaders and co-leaders), members, and all other persons or entities associated with it is collectively referred to in this Document as "MITA". The activities of MITA (referred to in this Document as "Activity" or "Activities") may include, but are not limited to canoeing, sailing, kayaking, other paddling, motor boating in boats owned by MITA or others, hiking, camping, maintenance of recreational facilities, use of MITA vehicles, and use of other facilities for land- or water-based transportation or travel to and from Activities. As a MITA Activity participant ("Participant"), I acknowledge and agree as follows:

The organizers of MITA Activities are MITA employees or volunteers acting on behalf of the organization for the sole purpose of facilitating enjoyment and improvement of the Maine Island Trail. They are not paid professional guides or leaders. In all Activities, all Participants are responsible for their own safety and share in the responsibility for the safety of the group. I take responsibility for having appropriate skills, physical conditioning, equipment, and supplies for these Activities.

MITA Activities include inherent and other risks, hazards and dangers that can cause or lead to injury, property damage, illness, mental or emotional trauma, paralysis, disability or death to Participant or others. Some, but not all of these risks, hazards and dangers include: hazardous and unpredictable ground, water or weather conditions; misjudgments made by organizers, leaders, co-leaders, Participants or others; travel in remote areas that can cause delays in transportation, evacuation and medical care; equipment that can fail or malfunction; the potential that the Participant or others (e.g. co-participant, driver, medical and rescue personnel) may act carelessly or recklessly. I understand that MITA employees, volunteers, and other Participants cannot assure Participant safety or eliminate these risks. I understand that if I am using my own personal watercraft for a MITA event that I carry my own insurance on the vessel and operate the vessel in accordance with the law.

I am voluntarily participating with knowledge of the risks. Therefore, I assume and accept full responsibility for the inherent and other risks of these Activities (both known and unknown), and for any injury, damage, death or other loss suffered by me, resulting from those risks.

I agree to release and not to sue MITA in regard to all claims, liabilities, suits, or expenses (hereafter collectively "Claim" or "Claims"), including Claims caused or alleged to be caused by the negligence of MITA (but not its gross negligence or intentional or reckless misconduct), for any injury, damage, death or other loss to me in any way connected with my participation in these Activities, or my use of MITA equipment or facilities. I intend to waive all Claims I may have against MITA, and agree that neither I, nor anyone acting on my behalf, will make a Claim or file a lawsuit against MITA.

I agree that the substantive laws of Maine govern this Document and all other aspects of my relationship with MITA, and that any mediation, suit, or other proceeding must be filed or entered into only in Maine. Any portion of this Document deemed unlawful or unenforceable shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.

2. Additional Participant Agreement for MINOR(S)

Must be completed by parent or guardian of participants under age 18:

In consideration of (authorized minor's name, below) ("Minor") being permitted by MITA to participate in its Activities and/or to use its equipment and facilities, I further agree to indemnify and hold harmless MITA from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Enter one or more minors' name[s] and birth year[s]: _____

3. Photo/Video Release

I hereby authorize the Maine Island Trail Association (MITA) to use, reproduce, and/or publish photographs and/or audio-video that may pertain to me— including my image, likeness, and/or voice— without compensation.

I understand that this material may be used in various publications, press/media releases, informational or outreach materials, or for other related endeavors. This material may also appear in either print or digital format—with digital media to include but not be limited to examples such as website publication, social networking, and email updates.

This authorization is continuous and may only be withdrawn by my specific rescission of this authorization. Consequently, MITA may publish materials, use my name, photograph and likeness, and/or make reference to me in any manner deemed appropriate in order to promote and serve MITA's mission and programs. This release shall be construed broadly to provide authorization of use to the maximum extent permissible under applicable law.

Photo/Video Release YES _____ NO _____

(If you decline, please do your best not to be captured in any photos/videos taken by anyone at MITA events.)

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS DOCUMENT AND ACKNOWLEDGE THAT IT SHALL BE EFFECTIVE AND BINDING UPON ME, MY MINOR CHILDREN AND OTHER FAMILY MEMBERS, AND MY HEIRS, EXECUTORS, REPRESENTATIVES AND ESTATE.

Printed Name _____ **Signature** _____ **Date** _____

Optional Contact Info

*Please Note: information provided will **not be shared** and will only be used for communications from MITA*

Email _____ **Phone** _____

Address _____ **City** _____ **State** _____ **Zip** _____